

## **Decision**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with an application from the tenant for cancellation of the landlord's 1 month notice to end tenancy for cause. Both parties participated in the hearing and gave affirmed testimony.

### **Issue to be decided**

- Whether the tenant is entitled to the above under the Act

### **Background and Evidence**

There is no written residential tenancy agreement before me in evidence for this month-to-month tenancy which began on November 1, 2008. Monthly rent is \$500.00. No security or pet damage deposit was collected.

The landlord issued a 1 month notice to end tenancy for cause dated November 24, 2009. The date shown on the notice by when the tenant must vacate the unit is December 31, 2009. The tenant states that he received the notice on December 2, 2009. The tenant filed his application to dispute the notice on December 8, 2009. A copy of the notice was submitted into evidence. Reasons shown on the notice for its issuance are as follows:

Tenant is repeatedly late paying rent

Tenant has allowed an unreasonable number of occupants in the unit / site

Tenant has assigned or sublet the rental unit / site without landlord's written consent

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

## **Analysis**

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the tenant will vacate the unit by no later than *1:00 p.m. on Tuesday, March 23, 2010*, and that an *order of possession* will be issued in favour of the landlord to that effect.

## **Conclusion**

Pursuant to the agreement reached between the parties, as above, I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., Tuesday, March 23, 2010**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

DATE: January 14, 2010

---

Dispute Resolution Officer